

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN AND MAIL TO:

✓ Douglas County
c/o District Attorney
P.O. Box 218
Minden, Nevada 89423

APN No. 1319-36-000-002

RPTT#2

REQUESTED BY
Anderson Engineering
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 JUL 23 PM 3:04

WERNER CHRISTEN
RECORDER

\$42⁰⁰ PAID KJ DEPUTY

**GIFT DEED SUBJECT TO REVERSION AND RESERVED EASEMENTS
AND RIGHT OF FIRST REFUSAL**

THIS GIFT DEED SUBJECT TO REVERSION AND RESERVED EASEMENTS
AND RIGHT OF FIRST REFUSAL, made this 21st day of July,
A.D. 2004, between Park Cattle Co., a Nevada corporation,
"Grantor" and Douglas County, Nevada, a political subdivision of
the State of Nevada,

RECITALS

1. Grantor is the owner of those certain parcels of
property situate in the County of Douglas, State of Nevada, more
particularly described in Exhibit "A" attached hereto and by
this reference made a part hereof (the "Park Lands"); and

2. Included within the Park Lands is an area shown on
that certain Parcel Map for H. F. Dangberg Farms, recorded in
the Official Records of Douglas County, Nevada, on March 24,

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1982, as Document No. 66200, Assessor Parcel Number 1319-36-000-002 (the "Anderson Parcel"); and

3. Pursuant to an Order and Judgment entered on January 27, 2003, in that certain action entitled "Douglas County and its Board of County Commissioners, a political subdivision of the State of Nevada, Plaintiff vs. Dangberg Holdings, LLC, Defendant," Case No. 96-CV-0204, Department No. I, in the Ninth Judicial District Court of the State of Nevada in and for the County of Douglas, (the "Action"), the Anderson Parcel has been judicially partitioned into three parcels, the "Historic Park Site", the "Anderson Remainder Parcel #1" and the "Anderson Remainder Parcel #2", all as more particularly shown on that certain Record of Survey for Park Cattle Company, recorded in the Official Records of Douglas County, Nevada, as Document No. 619637 on July 23, 2004 (the "Park Record of Survey"); and

4. This Gift Deed Subject to Reversion and Reserved Easements and Right of First Refusal is made pursuant to and in accordance with the January 27, 2003, Order and Judgment entered in the Action.

GIFT OF FEE INTEREST

Subject to the reserved easements set forth below, Grantor does by these presents give and convey unto Grantee, and to its successors and assigns forever, the Historic Park Site as shown

on the Park Record of Survey and as described in Exhibit "B" attached hereto and by this reference made a part hereof.

TOGETHER WITH all improvements located on the Historic Park Site, including the domestic well pump house, main residence, laundry, stone cellar, single car garage, carriage house with upstairs cook's quarters and wood bunk house.

EXCEPT AS EXPRESSLY RESERVED BELOW, TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

RESERVING unto Grantor, its successors and assigns forever all water rights appurtenant to the Historic Park Site, except one-half (1/2) of the domestic underground water right.

GRANT OF SPECIFIC EASEMENTS

TOGETHER WITH and without limiting the generality of the foregoing the following specific easements:

1. **Road Easement.**

A non-exclusive road easement is granted for the benefit of the Historic Park Site on, over and across the portion of the Park Lands as shown and described on the Park Record of Survey. With the consent of Grantor, which consent will not be withheld unreasonably, the Road Easement may be adjusted at its intersection with Highway 88 in order to improve and make safer turning movements off of and on to Highway 88 from the Road Easement and vice versa.

2. **Utility Easement.**

A non-exclusive fifteen (15) foot easement is granted for the benefit of the Historic Park Site for the purposes of the provision of electric and telephone service and for constructing, maintaining, operating, repairing and reconstructing the same, on, over and across the portion of the Park Lands as shown on the Park Record of Survey and described on Exhibit "C" attached hereto and by this reference made a part hereof.

RIGHT OF REVERSION UNDER CERTAIN CIRCUMSTANCES

Title to the Historic Park Site will revert to Grantor without any conveyance from Grantee, if Grantee transfers ownership of it to an entity which is not governed by the elected Board of County Commissioners of Douglas County, devotes use of the Historic Park Site to uses not consistent with its historic, architectural and cultural aspects, or if within five (5) years of the date hereof, Grantee has not made or caused to be made sufficient improvements to the Historic Park Site and the buildings located thereon so that the Historic Park Site may open to the public as a park in a manner which preserves its historic aspects.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto Grantee, and to its successors and assigns forever.

RESERVATION OF EASEMENTS

THIS CONVEYANCE is subject to and there is hereby reserved the following Easements for the benefit of the Park Lands:

1. **Road Easement.**

A non-exclusive road easement is reserved for the benefit of the Park Lands on, over and across the portion of the Historic Park Site as shown and described on the Park Record of Survey.

2. **Domestic Well Site.**

A non-exclusive easement is reserved for the benefit of the Park Lands on, over, across and under the portion of the Historic Park Site on which are located the domestic well and the pump, casing, piping, motor, valves, switches and controls used in connection therewith (the "Well and Well Works") for the purpose of obtaining water from the Well and Well Works, transporting such water to the Park Lands, and for ingress to and egress from the Well and Well Works.

PROVISIONS APPLICABLE TO GRANTED AND RESERVED EASEMENTS

The following provisions apply to all easements granted or reserved herein:

1. **Compliance With Law.**

The activities of an owner of the Dominant Tenement, its successors and assigns, in connection with any easement shall be: (a) accomplished in a good and workmanlike manner, in

accordance with all applicable laws, ordinances, regulations and this Agreement; (b) the Dominant Tenement owner shall obtain all licenses, permits and other governmental approvals required by law in connection with its activities to be undertaken in the Easement Area; and (c) the Dominant Tenement owner shall maintain the Easement Area in a safe condition and in compliance with all applicable licenses, permits, approvals, regulations, ordinances, laws and this Deed and restore the Servient Tenement to its original or prior condition after any repair, maintenance or reconstruction when work in the Easement Area is completed or terminated.

2. **Liens.**

The Dominant Tenement owner, its successors and assigns, will not create or permit to exist any lien or other encumbrance on the Servient Tenement resulting from any acts or omission by the Dominant Tenement owner, its successors and assigns, with respect to inspection, cleaning, maintenance, operation, repair and reconstruction of the Easement Area or any other work performed thereon by the Dominant Tenement owner, its successors and assigns, and if, as a result of the failure of the Dominant Tenement owner, its successors and assigns, to pay any amount for any such acts, the owner of the Servient Tenement may, but will not be required to, pay such sum as is required to obtain discharge of the lien, or obtain the discharge of the

lien by deposit or bonding; if the Servient Tenement owner does so, the Dominant Tenement owner, its successors and assigns, will pay the Servient Tenement owner, promptly on demand, the entire sum spent by the Servient Tenement owner, plus the Servient Tenement owner's reasonable expenses, including reasonable attorney's fees, in connection with obtaining discharge of the lien and collecting from the Dominant Tenement owner, its successors and assigns, any sum so paid by the Servient Tenement owner; provided, however, that the Servient Tenement owner shall not be entitled to obtain the discharge of any such lien at the expense of the Dominant Tenement owner, its successors and assigns, so long as the Dominant Tenement owner, its successors and assigns, is contesting in good faith its obligation to pay such amount and is diligently prosecuting an appropriate action to have any such lien removed and no real property of the Servient Tenement owner is at risk of loss.

3. The Dominant Tenement Owner's Indemnity.

The Dominant Tenement owner, its successors and assigns, will indemnify, defend and hold the Servient Tenement owner financially free and harmless against and from any and all claims arising from the inspection, cleaning, maintenance, operation, repair and reconstruction of the Easement Area or other work performed by or on behalf of the Dominant Tenement owner, its agents, employees and representatives, their

successors and assigns, on the Servient Tenement or the failure of the Dominant Tenement owner, its agents, employees and representatives, their successors and assigns, to perform or comply with its obligations hereunder, including, but not limited to: (a) any and all claims for loss or damage arising from the condition of the Easement Area or other work performed by or on behalf of the Dominant Tenement owner, its successors and assigns, on the Servient Tenement; (b) any claim by the Servient Tenement owner as a result of any damage to the Servient Tenement and personal property or improvements located on the Servient Tenement but outside the Easement Area, or to approved crossings inside the Easement Area, suffered by the Servient Tenement owner, by reason of the inspection, cleaning, maintenance, operation, repair and reconstruction of the Easement Area or any work performed by or on behalf of the Dominant Tenement owner, its agents, employees and representatives, their successors and assigns, on the Servient Tenement or performance of any other rights hereunder by or on behalf of the Dominant Tenement owner, its agents, employees and representatives, their successors and assigns; and (c) all liabilities, costs and expenses, including reasonable attorney's fees, incurred in connection with any such claim or any action or proceeding brought by a third party or the Servient Tenement owner with regard to any such claim; if any action or proceeding

is brought by a third party against the Servient Tenement owner by reason of any such claim, the Servient Tenement owner will promptly notify the Dominant Tenement owner, its successors and assigns, of the commencement of the action or proceeding and will offer the Dominant Tenement owner, its successors and assigns, the opportunity to assume the defense of the action or proceeding.

4. **Notices.**

All notices and other communications which are required or permitted with respect to an easement shall be in writing and shall be effective when personally delivered, by courier service, facsimile or when addressed:

If to Servient Tenement Owner:	To the Record Owner or Owners of the Servient Tenement at the time the notice is given
If to Dominant Tenement Owner:	To the Record Owner or Owners of the Dominant Tenement at the time the notice is given

and deposited, postage prepaid, and registered or certified, return receipt requested, in the United States Mail. Either party may, by notice to the other given as herein stated, change its address for future notices hereunder. Notices delivered personally, by courier service, by registered or certified mail or facsimile shall be deemed communicated as of actual receipt. Notice to the Servient Tenement owner may be given by delivery to the physical location of the Servient Tenement.

5. **Appurtenant Easement.**

All easements and rights reserved for the benefit of the Park Lands herein shall be appurtenant to the Park Lands and shall run with and attach to title to the Park Lands and shall benefit the owner thereof and its successors in interest to the Park Lands. All easements and rights granted for the benefit of the Historic Park Site shall be appurtenant to the Historic Park Site and shall run with and attach to the Historic Park Site and shall benefit the owner thereof and its successors in interest in and to the Historic Park Site.

6. **Relocation of Easements by Owner of Servient Estate.**

At no cost to and with the prior written consent of the owner of a Dominant Tenement which may not be unreasonably withheld, the owner of a Servient Tenement may relocate any easement provided for in this Deed. The party seeking such consent shall provide the other party with plans and specifications for such relocation. The party whose consent is sought may consider, among other things, whether the relocated easement will function as well as or better than the original easement.

RIGHT OF FIRST REFUSAL

1. Grantor hereby grants Grantee a Right of First Refusal with respect to the Anderson Remainder Parcels as shown on the Park Record of Survey. Except as otherwise permitted in 9

below, the owner of the Anderson Remainder Parcels (the "Selling Owner") shall not directly or indirectly sell, assign or otherwise transfer all or any portion of its interest in or to said parcels to any party, whether such is initiated by the desire of said owner to transfer the Anderson Remainder Parcels or in response to any offer received from any party, without first offering the same to the owner of the Historic Park Site (the "Buying Owner") upon the terms, covenants and conditions described herein. For purposes hereof, the Selling Owner's interest in its property to be so conveyed shall be referred to herein as the "Offered Interest" and the terms, covenants and conditions upon which the Selling Owner is willing to sell, transfer or convey the Offered Interest are referred to herein as the "Acceptable Terms." The Buying Owner's right of first refusal with respect to an Offered Interest shall be exercisable in accordance with and controlled by the procedures set forth in 2 to 10 below.

2. **Notice.**

Whenever the Selling Owner desires to sell, offer or convey an Offered Interest, the Selling Owner shall give written notice (the "Notice") to the Buying Owner specifying all of the Acceptable Terms and identifying the Offered Interest. The Notice shall constitute an irrevocable offer on the part of the

Selling Owner to sell and/or convey the Offered Interest to the Buying Owner upon the Acceptable Terms.

3. Response to Notice.

The Buying Owner shall have a forty-five (45) day period after receipt of the Notice within which to accept or reject the offer contained therein. Acceptance by the Buying Owner shall constitute the Buying Owner's agreement to a binding contract to acquire the Offered Interest on the Acceptable Terms. Until acceptance, rejection, waiver of the right of first refusal or expiration of the period of time for acceptance without acceptance thereof, no sale or transfer proposed by the Selling Owner to any third party shall be contracted for or concluded except in a manner subject to the Buying Owner's preemptive rights hereunder. Failure on the part of the Buying Owner to accept the Selling Owner's offer within said forty-five (45) day period shall constitute a rejection thereof.

4. Failure to Accept.

If the Buying Owner does not accept the Selling Owner's offer, then within a period not to exceed forty-five (45) days after expiration of the forty-five (45) day period for exercise by the Buying Owner of its right of acceptance hereunder, the Selling Owner shall be free to enter into a binding contract with a third party or parties to transfer the Offered Interest upon terms no less favorable than the

Acceptable Terms. If the Selling Owner does not execute a binding contract to transfer the Offered Interest to any third party or parties on terms no less favorable to it than the Acceptable Terms within the second forty-five (45) day period and then conclude a transfer of the Offered Interest pursuant to the binding contract, then the Selling Owner shall again be obligated to first offer any Offered Interest to the Buying Owner in accordance with the provisions hereof as to all subsequent transactions.

5. Notice on Less Favorable Terms.

If the Buying Owner fails to accept the Selling Owner's offer contained in a Notice given pursuant to 4 above, and the Selling Owner receives an offer at any time with respect to such Offered Interest on terms it is willing to accept which are less favorable to the Selling Owner than the Acceptable Terms, the Selling Owner shall give notice thereof to the Buying Owner specifying the terms of the proposed transaction. The notice shall constitute an irrevocable offer on the part of the Selling Owner to sell and/or convey the Offered Interest to the Buying Owner upon the terms specified in the Selling Owner's notice. The Buying Owner shall have forty-five (45) days after receipt of the notice within which to accept or reject the offer contained therein. Acceptance by the Buying Owner shall constitute the Buying Owner's agreement to a binding contract to

acquire the Offered Interest on the terms specified in the notice. Failure on the part of the Buying Owner to accept the Selling Owner's offer within said forty-five (45) day period shall constitute a rejection thereof and the other provisions hereof shall be applicable thereto.

6. Non-Cash Consideration.

To the extent that the Acceptable Terms include consideration other than cash, the Buying Owner may pay the Selling Owner in cash in an amount equal to the value of the non-cash consideration specified in the Acceptable Terms.

7. Termination of Right of First Refusal.

The transfer of the Offered Interest to any party following the required offer of the Offered Interest to the Buying Owner pursuant to this right of first refusal and the rejection thereof shall terminate the right of first refusal of the Owner of the Historic Park Site hereunder with respect to the Anderson Remainder Parcels; provided, however, that such transfer was made within forty-five (45) days of the rejection and was upon the same terms and conditions as offered to the Owner of the Historic Park Site. Otherwise such transfer shall be void and of no effect.

8. Contract Subject to Right of First Refusal.

Nothing herein shall be construed to prohibit the Selling Owner from entering into a binding contract to transfer the

Offered Interest; provided, only that such contract shall be specifically subject to the right of first refusal hereby granted, and provided further, that in no event shall the Buying Owner be required to close a sale for the Offered Interest sooner than forty-five (45) days after exercise of the right of first refusal hereby reserved.

9. **Inapplicability.**

The foregoing right of first refusal shall not apply to a transfer by the Selling Owner of all or any portion of its interest in the Anderson Remainder Parcels to an entity controlled by or under common control with Selling Owner; provided, however, that the successor-in-interest shall acquire such interest subject to the right of first refusal granted herein.

10. **Method of Giving Notice.**

All notices required or permitted to be given by the terms of this Right of First Refusal shall be in writing and shall be considered given (1) upon personal service of a copy to the party to be served, or (2) forty-eight (48) hours after mailing such notice by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the party to be served and properly deposited in the United States mail. Notice shall be given to the parties at the address shown in the records of the Douglas County Assessor as the mailing address of

the Owner of the Anderson Remainder Parcels or the Historic park Site, as the case may be.

IN WITNESS WHEREOF, Grantor has hereunto set its hand the day and year first above written.

PARK CATTLE CO.,
a Nevada corporation

By: *Robert E. Armstrong*
Robert E. Armstrong, President

STATE OF NEVADA)
 :SS.
COUNTY OF WASHOE)

On the 21st day of July, 2004, before me personally appeared Robert E. Armstrong, as President of Park Cattle Co., known to me to be the person whose name is subscribed to the within instrument and who acknowledged that he executed the same freely and voluntarily and for the uses and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Tommie Kay Atkinson
NOTARY PUBLIC

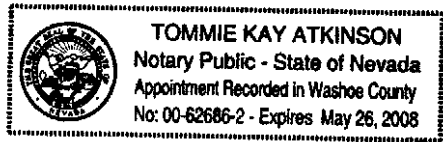


EXHIBIT "A"

**DANGBERG RANCH
PARK LANDS**

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

TOWNSHIP 12 NORTH, RANGE 20 EAST, MDM:

A parcel of land situated within Sections 3, 10, and 11, Township 12 North, Range 20 East, MDM, Douglas County, Nevada, and more particularly described as follows:

Beginning at the Northeast corner of that parcel described in Deed to Terry "M" Jacobsen and Linda Ann Jacobsen recorded January 27, 1976 as Document No. 86937 of the Official Records of Douglas County, Nevada, from which the North $\frac{1}{4}$ corner of said Section 3 bears North $89^{\circ}20'34''$ West, a distance of 668.80 feet; thence South $12^{\circ}21'42''$ East, a distance of 800.00 feet to the Southeast corner of said Parcel Document No. 86937 and an angle point in the Easterly boundary of the parcel of land shown on the Record of Survey for Stoddard Jacobsen recorded in Book 186 on Page 1752 of the Official Records of Douglas County; thence along the Easterly and Southerly line of said Record of Survey the following three (3) courses and distances: South $12^{\circ}21'42''$ East, a distance of 4927.00 feet; South $46^{\circ}07'18''$ East, a distance of 721.66 feet; South $29^{\circ}35'16''$ West, a distance of 2091.84 feet to the Easterly line of U.S. Highway 395; thence South $43^{\circ}14'43''$ East, along the Easterly line of U.S. Highway 395, a distance of 57.90 feet to a point on the Northerly line of Parcel "B" as shown on the Division of Land Map for Wayne C. Matley & Alouise A. Matley, recorded in Book 1183 on Page 1015 of the Official Records of Douglas County, Nevada; thence along the Northerly line of said Parcel "B" the following six (6) courses and distances: North $29^{\circ}35'24''$ East, a distance of 2145.10 feet; South $52^{\circ}35'36''$ East, a distance of 86.90 feet; South $52^{\circ}35'36''$ East, a distance of 403.90 feet; South $30^{\circ}28'36''$ East, a distance of 249.23 feet; South $89^{\circ}16'36''$ East, a distance of 59.25 feet; South $89^{\circ}04'36''$ East, a distance of 1105.90 feet; thence North $02^{\circ}20'26''$ East, a distance of 66.64 feet to a point on the Southerly line of that parcel recorded on November 5, 1946 in Book Y on Page 51 of the Douglas County Records; thence along the Southerly line of said parcel recorded on November 5, 1946 the following five (5) courses and distances: North $89^{\circ}08'34''$ West, a distance of 1155.40 feet; North $28^{\circ}10'34''$ West, a distance for 296.50 feet; North $58^{\circ}38'34''$ West, a distance of 373.20 feet; North $38^{\circ}59'34''$ West, a distance of 1045.60 feet; North $12^{\circ}03'34''$ West, a distance of 5387.50 feet to the Northerly line of said Section 3; thence North $89^{\circ}20'34''$ West, along the Northerly line of said Section 3, a distance of 98.81 feet to the Point of Beginning.

Basis of Bearing: South $89^{\circ}20'34''$ East, being the bearing of the North line of Section 3, Township 12 North, Range 20 East, MDM, as shown on a map on file in the Office the County Recorder, Douglas County, Nevada, in Book 186, on Page 1752.

Excepting therefrom that portion of said land as shown in Final Order of Condemnation to the State of Nevada recorded January 7, 1993, in Book 193, Page 716, as Document No. 296903 of Official Records of Douglas County.

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Further excepting therefrom any portion of said land as Deed to the County of Douglas, a Political Subdivision of the State of Nevada, recorded May 7, 1991, in Book 591, Page 981, as Document No. 250167 and recorded May 7, 1991, in Book 591, Page 985, as Document No. 250168 and recorded May 7, 1991, in Book 591, Page 989, as Document No. 250169.

APN 1220-03-000-004

TOWNSHIP 13 NORTH, RANGE 19 EAST, MDM:

Section 13: South one-half (S $\frac{1}{2}$).

APN 1319-13-005-005
APN 1319-13-000-006
APN 1320-18-000-006
APN 1320-18-000-007

Section 14: Southeast one-quarter (SE $\frac{1}{4}$), East one-half of the Southwest one-quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$),

excepting therefrom that portion conveyed to Carl Kidman and wife, by Deed recorded May 16, 1951, in Book Z, Page 468 of the Douglas County Recorder's Office. Further excepting therefrom all that portion lying within the high water line of the Carson River.

APN 1319-13-000-005
APN 1319-13-000-006
APN 1319-14-000-004
APN 1319-14-000-008

Section 23: East one-half (E $\frac{1}{2}$),

excepting therefrom that portion conveyed to Herman H. Herbig and wife, recorded November 21, 1964, in Book 27, Page 513 of the Douglas County Recorder's Office. Further excepting therefrom that portion conveyed to Abraham Klauber by Deed dated February 17, 1866, and recorded in Book C of Deeds, Page 290, Douglas County, Nevada records. Further excepting therefrom that portion conveyed to the State of Nevada for Highway Purposes by instrument recorded June 10, 1946 in Book X of Deeds, Page 511, Douglas County, Nevada records. Further excepting therefrom any portion lying within the high water line of the Carson River.

APN 1319-23-000-003
APN 1319-23-000-004
APN 1319-23-000-005
APN 1319-24-000-001
APN 1319-24-000-002
APN 1319-25-000-001

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Section 24: All,

excepting therefrom that portion conveyed to the State of Nevada for Highway Purposes by instrument dated June 10, 1946, in Book X of Deeds, Page 511, Douglas County, Nevada records. Further excepting therefrom that portion conveyed to Minden-Gardnerville Sanitation District by Deed recorded July 26, 1985 in Book 785, Page 2184, as Document No. 120662 of the Douglas County Recorder's Office. Further excepting therefrom any portion lying within the high water line of the Carson River.

APN 1319-23-000-004
APN 1319-24-000-001
APN 1319-24-000-002
APN 1319-24-000-003
APN 1319-24-000-004
APN 1319-25-000-001
APN 1319-25-000-002
APN 1319-25-000-003
APN 1320-19-000-005
APN 1320-19-000-006

Section 25: All,

excepting therefrom that portion conveyed to Hickey Bros., Inc., by Deed recorded April 21, 1978, in Book 478, Page 1364, as Document No. 19895 of the Douglas County Recorder's Office. Further excepting therefrom any portion lying within the high water line of the Carson River.

APN 1319-25-000-001
APN 1319-25-000-002
APN 1319-25-000-003
APN 1319-25-000-004
APN 1319-25-000-005
APN 1319-25-000-006

Section 26: East one-half (E½),

excepting therefrom that portion conveyed to Abraham Klauber by Deed dated February 17, 1866 and recorded in Book C of Deeds, Page 290, Douglas County, Nevada records. Further excepting therefrom that portion conveyed to Ernest Bartles by instrument recorded December 24, 1923, in Book R of Deeds, Page 429, Douglas County, Nevada records. Further excepting therefrom that portion conveyed to Walter Muller and wife, recorded March 25, 1963 in Book 58, Page 101, Official Records, Douglas County, Nevada. Further excepting therefrom that portion conveyed to P.W. Vansickle by Deed recorded June 11, 1867, in Book C of Deeds, Page 448, Douglas County, Nevada records. Further excepting therefrom that portion conveyed to Milton Edward Bacon, recorded March 27, 1951, in Book Z of Deeds, Page 432, Douglas County, Nevada records.

APN 1319-25-000-001

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BK0704 PG10276

APN 1319-25-000-006

Section 36: All, and Parcels G-2, H-2, and GH-1, as shown on the Parcel Map for H.F. Dangberg Farms, Document No. 66200 of the Douglas County Recorder's Office.

excepting therefrom Parcel G-1 as shown on the Parcel Map for H.F. Dangberg Farms, Document No. 66200 of the Douglas County Recorder's Office. Also excepting therefrom Parcel D as shown on the Land Division Map for Nevis Industries, Inc., Document No. 29278 of the Douglas County Recorder's Office and as shown on the Record of Survey for Slash Bar H Investments, Document No. 357502 of the Douglas County Recorder's Office.

APN 1319-36-000-001

APN 1319-36-000-002

APN 1319-36-000-003

EXCEPTING FROM Sections 23, 25, 26, 35, and 36: Parcel 1 as shown on the Land Division Map for H.F. Dangberg Land and Livestock Co., Document No. 19043 of the Douglas County Recorder's Office.

TOWNSHIP 13 NORTH, RANGE 20 EAST, MDM:

Section 18: West one-half (W½),

excepting therefrom that portion conveyed to the State of Nevada for Highway purposes by Deeds: recorded February 28, 1919 in Book Q of Deeds, Page 98, recorded March 10, 1937 in Book U of Deeds, Page 389; recorded May 27, 1937 in Book U of Deeds, Page 436 and amended August 30, 1937 in Book U of Deeds, Page 498; recorded March 17, 1930 in Book T of Deeds, Page 106; and recorded February 16, 1961 in Book 5, Page 216 Douglas County, Nevada records. Further excepting therefrom that portion conveyed to Arthur Arnold Settlemeyer and wife in Deed recorded April 28, 1965 in Book 30, Page 726 of the Douglas County Recorder's Office. And further excepting therefrom that portion conveyed to All-American Shelter by Deed recorded June 19, 1980 in Book 680, Page 1687, Document No. 45439 of the Douglas County Recorder's Office.

APN 1320-18-000-006

APN 1320-18-000-007

APN 1320-18-000-008

APN 1320-18-000-009

Section 19: West one-half (W½),

excepting therefrom that portion conveyed to the State of Nevada for Highway purposes by Deeds: recorded February 28, 1919 in Book Q of Deeds, Page 98, recorded March 17, 1930 in Book T of Deeds, Page 106; recorded May 27, 1937 in Book U of Deeds, Page 431 and amended August 30, 1937 in Book U of Deeds, Page 498; recorded August 26, 1919 in Book Q of Deeds, Page 166; recorded January 12, 1920 in Book Q of

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APN 1320-19-000-005
APN 1320-19-000-006
APN 1320-19-000-008
APN 1320-19-000-007

Section 20: Lots 9 and 10 as shown on the Land Division Map for John B. Anderson #2, Document No. 25700 of the Douglas County Recorder's Office, and those certain lots as shown on the draft Record of Survey #1 to Support a Lot Line Adjustment for Dangberg Holdings Nevada, LLC, dated October 14, 1998, prepared by Resource Concepts, Inc., being more particularly described as follows:

New Parcel 21:

A parcel of land located within the East one-half of Section 20, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows: BEGINNING at a point on the intersection of the Easterly line of Parcel 21 as shown on the Record of Survey for Carson Valley Land Company, Document No. 142012 of the Douglas County Recorder's Office and the South line of the North one-half of said Section 20, said point bears N. 89°31'04" W., 6624.14 feet from the East one-quarter corner of Section 21, Township 13 North, Range 20 East, MDM, being a brass cap stamped RLS 3579; thence S. 00°32'54" W., along the Easterly line of said Parcel 21, 2639.38 feet to a point on the South line of said Section 20; thence N. 89°13'19" W., along said South line of Section 20, 1301.24 feet; thence N. 00°49'23" E., 2249.90 feet to a point on the Northerly line of Parcel 20 as shown on said Record of Survey; thence S. 89°38'25" E., along said Northerly line, 116.39 feet to a point on the Westerly line of said Parcel 21; thence N. 00°47'50" E., along said Westerly line, 384.56 feet to a point on the South line of the North one-half of said Section 20; thence S. 89°25'11" E., along said South line of the North one-half, 1172.38 feet to the POINT OF BEGINNING. Containing 77.367 acres more or less.

New Parcel 22:

A parcel of land located within a portion of the East one-half of Section 20, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows: BEGINNING at the East one-quarter corner of said Section 20 as shown on the Record of Survey for John B. Anderson and Edith Anderson, Document No. 79279 of the Douglas County Recorder's Office, said point bears N. 89°33'26" W., 5300.08 feet from the East one-quarter corner of Section 21 Township 13 North, Range 20 East, MDM, being a brass cap stamped RLS 3579; thence S. 00°12'37" W., along the East line of said Section 20, 2644.06 feet to the Southeast corner of said Section 20; thence N. 89°13'19" W., along the South line of said Section 20, 1339.68 feet; thence N. 00°32'54" E., along the Westerly line of Parcel 22 as shown on the Record of Survey for Carson Valley Land Company, Document No. 142012 of the Douglas County Recorder's Office, 2639.38 feet to a point on the South line of the North one-half of said Section 20; thence S. 89°25'11" E., along said South line of the North one-half, 1324.06 feet to the POINT OF BEGINNING. Containing 80.770 acres more or less.

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APN 1320-20-000-001
APN 1320-20-000-004
APN 1320-20-000-005
APN 1320-20-000-008

Section 21: Lot 23 as shown on the Land Division Map for John B. Anderson #2, Document No. 25700 of the Douglas County Recorder's Office, and that certain lot as shown on the draft Record of Survey #2 to Support a Lot Line Adjustment for Dangberg Holdings Nevada, LLC, dated October 14, 1998, prepared by Resource Concepts, Inc., being more particularly described as follows:

New Parcel 24:

A parcel of land located within a portion of the Southwest one-quarter of Section 21, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows: BEGINNING at a point on the South line of said Section 21 as shown on the Record of Survey for John B. Anderson and Edith Anderson, Document No. 79278 of the Douglas County Recorder's Office, said point bears S. 45°16'02" W., 3797.63 feet from the East one-quarter corner of Section 21, Township 13 North, Range 20 East, MDM, being a brass disk set in concrete stamped RLS 3579; thence N. 89°30'15" W., along the South line of said Section 21, 1240.53 feet to the Southwest corner of the East one-half of the Southwest one-quarter thereof; thence N. 00°12'29" E., along the West line of said East one-half, 2645.28 feet to the Northwest corner thereof; thence S. 89°33'26" E., along the North line of said East one-half, 1241.95 feet; thence S. 00°14'20" W., 2646.43 feet to the POINT OF BEGINNING. Containing 75.393 acres feet more or less.

APN 1320-21-000-010
APN 1320-21-000-011

Section 27: That portion of the South one-half of the Southwest one-quarter (S½SW¼) which lies westerly of the New Virginia Ditch.

APN 1320-27-002-001

Section 28: The Northwest one-quarter (NW¼); South one-half (S½); and that certain lot as shown on the draft Record of Survey #2 to Support a Lot Line Adjustment for Dangberg Holdings Nevada, LLC, dated October 14, 1998, prepared by Resource Concepts, Inc., being more particularly described as follows:

New Parcel 35:

A parcel of land located within the Northeast one-quarter of Section 28, Township 13 North, Range 20 East, MDM, Douglas County, Nevada, being more particularly described as follows: BEGINNING at the North one-quarter corner of said Section 28 as shown on the Record of Survey for John B. Anderson and Edith Anderson, Document No. 79279 of the Douglas County Recorder's Office, said point bears S. 45°21'46" W., 3737.48 feet from the East one-quarter corner of Section 21, Township 13 North, Range

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Anderson, Document Nos. 79278 and 79279 of the Douglas County Recorder's Office and being a brass disk set in concrete stamped RLS 3579; thence S. 89°30'15" E., along the North line of said Section 28, 1262.99 feet; thence S. 00°29'02" W., 948.90 feet; thence S. 89°30'58" E., 58.80 feet to a point on the East line of the West one-half of said Northeast one-quarter; thence S. 00°41'06" W., along said East line, 1482.43 feet; thence S. 42°45'03" E., 261.84 feet to a point on the South line of Lot 36 as shown the Record of Survey to Support a Lot Line Adjustment for Bently Nevada Corporation, Document No. 172069, of the Douglas County Recorder's Office; thence N. 89°29'43" W., along said South line, 147.72 feet; thence S. 43°15'42" E., continuing along said South line, 35.56 feet to a point on the South line of said Northeast one-quarter; thence N. 89°27'12" E., along the South line of said Northeast one-quarter, 1378.90 feet to the Southwest corner of said West one-half; thence N. 00°36'56" E., along the West line of said West one-half, 2646.48 feet to the POINT OF BEGINNING. Containing 79.536 acres more or less. Excepting therefrom those portions conveyed to Bently Nevada Corporation by Lot Line Adjustment recorded April 22, 1988 in Book 488, Pages 2541, 2547, 2553, and 2559, and shown on Record of Survey No. 172069, and those portions conveyed to Helms by Lot Line Adjustment recorded April 22, 1988 in Book 488, Pages 2565 and 2571 as set forth on said Record of Survey.

APN 1320-28-000-001
APN 1320-28-000-002
APN 1320-28-000-004
APN 1320-28-000-005
APN 1320-28-000-006
APN 1320-28-000-008
APN 1320-28-000-009
APN 1320-28-000-010
APN 1320-29-000-003
APN 1320-29-000-005
APN 1320-29-000-007

Section 29: East one-half (E½) and all that portion of the Southeast one-quarter of the Southwest one-quarter (SE¼SW¼) of Section 29, Township 13 North, Range 20 East, MDB&M, lying Easterly of the following Line A, described as follows, and Southerly of the following Line B described below:

Line A:

Beginning at the Northwest corner of Block 4 of the North Addition to the Town of Minden according to the Official Map thereof on file in the office of the Douglas County Recorder; thence South 63°24" East, 320 feet; thence South 26°35' West, 108 feet; thence South 53°08'30" East, 477.20 feet; thence South 26°35' West, 281 feet; thence South 63°25' East, 89.22 feet; thence following a curve to the left from a tangent bearing South 5°36' West on a radius of 293.42 feet for a distance of 170.51 feet to the Point of Ending.

Line B:

Beginning at the Northwest corner of the parcel described in the Deed to Henry F.

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Seeman, et ux, recorded October 15, 1946 in Book Y of Deeds, Page 145; thence South 0°10' West, 1716.00 feet; thence from a tangent which is the last described course, curving to the right with a radius of 613.00 feet; through an angle of 64°57'10" for a distance of 694.92 feet to the Point of Ending.

Excepting therefrom that portion conveyed to Donald and Susan Bentley by Deed recorded May 12, 1978 in Book 578, Page 1023 as Document No. 20650 of the Douglas County Recorder's Office. And further excepting therefrom that portion conveyed to COD Garage Co., by Deed recorded September 25, 1978 in Book 978, Page 1734 as Document No. 25587 of the Douglas County Recorder's Office. And further excepting that portion conveyed to Anker Family Trust shown as Lot 42 on the Land Division Map No. 2 for John B. Anderson, Document No. 56926 of the Douglas County Recorder's Office. And further excepting therefrom that parcel of land conveyed to Douglas County School District in Deed recorded June 20, 1995 in Book 695, Page 2992, Document No. 364422 of the Douglas County Recorder's Office.

APN 1320-29-000-001

APN 1320-29-000-003

APN 1320-29-000-005

APN 1320-29-000-007

APN 1320-29-000-008

Section 30: West one-half (W½),

excepting that portion conveyed to the State of Nevada for Highway purposes by Deeds: recorded February 28, 1919 in Book Q of Deeds, Page 38; recorded April 21, 1919 in Book Q of Deeds, Page 164; recorded May 27, 1937 in Book U of Deeds, Page 436 and amended August 30, 1937 in Book U of Deeds, Page 498.

Further excepting therefrom a parcel of land located in the Southwest one-quarter (SW¼) of Section 30, Township 13 North, Range 20 East, MDB&M, described as follows:

Commencing at the Southeast corner of Section 31, Township 13 North, Range 20 East, MDB&M, proceed North 17°57'04" East, 8213.56 feet to the True Point of Beginning, which is the Northeast corner of the parcel and lies on the Westerly right of way line of Nevada State Highway "B" 6+83.78 POT+"L" 0+0.00; proceed thence South 0°49' West, 1737.82 feet along said Westerly right of way line, to a point which is the Southeast corner of the parcel; thence North 89°20'23" West, 1000.00 feet, to the Southwest corner of the parcel; thence North 0°49'02" East, 1747.22 feet, to the Northwest corner of the parcel; thence South 88°48'05" East, 1000.00 feet to the Point of Beginning.

Further excepting therefrom that portion conveyed to the Minden-Gardnerville Sanitation District by Deed recorded November 20, 1978 in Book 1178, Page 1185 as Document No. 27482 of the Douglas County Recorder's Office. Further excepting therefrom that portion conveyed to Hickey Bros. by Deed recorded April 21, 1978 in Book 478, Page 1364 as Document No. 19895 of the Douglas County Recorder's Office. Further excepting therefrom that parcel of land shown on the Record of Survey for Slash Bar H

Investments, Document No. 357502 of the Douglas County Recorder's Office. And further excepting therefrom any portion lying within the high water mark of the Carson River.

APN 1320-31-000-001

APN 1320-31-000-008

Section 31: West one-half ($W\frac{1}{2}$),
excepting that portion conveyed to the State of Nevada for Highway purposes.
Further excepting therefrom that portion conveyed to Hickey Bros. by Deed recorded April 21, 1978 in Book 478, Page 1364 as Document No. 19895 of the Douglas County Recorder's Office. Further excepting therefrom any portion lying within the high water mark of the Carson River.

APN 1319-36-000-002

APN 1320-31-000-001

APN 1320-31-000-008

APN 1320-31-000-009

Section 32: That portion of the Northeast one-quarter of the Northeast one-quarter ($NE\frac{1}{4}NE\frac{1}{4}$) of Section 32, Township 13 North, Range 20 East, MDB&M, lying Easterly of the following described line:

Commencing at a point where the East side of Fourth Street in the Town of Minden, extended would intersect the North right of way line of U.S. Highway 395 and being North $26^{\circ}35'$ East, 53.51 feet from the Town Monument; thence continuing North $26^{\circ}35'$ East 137.49 feet to a point; thence South $63^{\circ}25'$ East, 239.22 feet to a fence which was the East boundary of the Old V&T right of way and the True Point of Beginning; thence following the curve to the left from a tangent bearing South $5^{\circ}36'$ West, on a radius of 293.42 feet a distance of 170.51 feet; thence South $31^{\circ}36'$ East a distance of 200.00 feet to a point; thence South $31^{\circ}22'$ East, a distance of 651.27 feet to the Point of Ending.

And that portion of the Northeast one-quarter ($NE\frac{1}{4}$) of Section 32, described as follows: Beginning at the East $\frac{1}{4}$ corner of said Section 32, Township 13 North, Range 20 East, MDB&M; thence North $89^{\circ}57'$ West 303.00 feet to a point which is the Southeast corner of that certain parcel conveyed to Henry Seeman and wife by Deed recorded April 14, 1944 in Book W of Deeds, Page 572; thence around said parcel the following courses and distances: North 120.30 feet; thence North $54^{\circ}05'$ West, 328.80 feet; thence North $46^{\circ}12'$ West, 429.50 feet; thence North $0^{\circ}19'$ West 1159 feet; thence South $89^{\circ}36'$ West 1397.30 feet, more or less, to the Northeast corner of the parcel described in Deed to Standard Oil Company recorded in Book P of Deeds, Page 288; thence South $89^{\circ}32'$ West 176.23 feet; thence North $31^{\circ}22'$ West, 255 feet, more or less to the North-South $\frac{1}{4}$ Section line of said Section 32; thence North along said North-South section line to the North $\frac{1}{4}$ corner of said Section 32; thence East along the North line of said Section 32 to the Northeast corner thereof; thence South along the East line of said Section 32 to the East $\frac{1}{4}$ corner and the True Point of Beginning.

Excepting therefrom that portion lying within Zerolene Road. And further excepting therefrom that portion conveyed to Donald and Susan Bentley by Deed recorded May 12, 1978 in Book 578, Page 1023, as Document No. 20650 of the Douglas County Recorder's Office. Further excepting therefrom that portion conveyed to Anker Family Trust by Deed recorded November 8, 1984 in Book 1184, Page 702 as Document No. 109809 of the Douglas County Recorder's Office. And further excepting therefrom that portion conveyed to Anker Family Trust shown as Lot 42 on the certain Land Division Map No. 2 for John B. Anderson, Document No. 56926 of the Douglas County Recorder's Office.

APN 1320-29-000-007
APN 1320-33-001-001

Section 33: North one-half (N½).

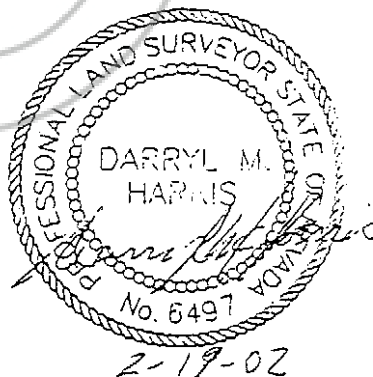
APN 1320-28-000-008
APN 1320-28-000-009
APN 1320-28-000-010
APN 1320-29-000-007
APN 1320-33-001-001
APN 1320-33-001-002
APN 1320-33-001-003
APN 1320-33-001-004

Section 34: West one-half of the Northwest one-quarter (W½NW¼).

APN 1320-27-002-001
APN 1320-34-001-001

PREPARED BY:

Darryl M. Harris, P.L.S. #6497
Resource Concepts, Inc.
140 N. Minnesota Street
Carson City, NV 89701-4152
(775) 883-1600



**DESCRIPTION
HISTORIC PARK SITE
(Over Portion A.P.N. 1319-36-000-002)**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of the Northeast one-quarter (NE¼) of Section 36, Township 13 North, Range 19 East and the Northwest one-quarter (NW¼) of Section 31, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

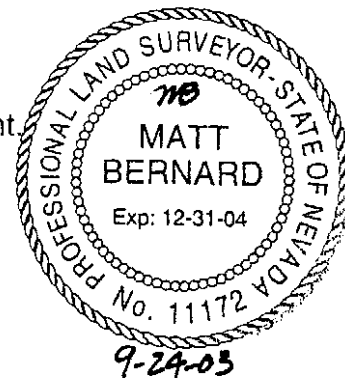
Commencing at an angle point in the westerly line of Parcel G H-1 as shown on the Parcel Map for H.F. Dangberg Farms recorded March 24, 1982 in the office of Recorder, Douglas County, Nevada as Document No. 66200, which bears North 01°22'18" East, 214.48 feet from the southwest corner of said Parcel G H-1, said angle point also being a found 5/8" rebar with cap RLS 2280, the POINT OF BEGINNING;

thence North 01°39'11" East, 328.37 feet;
thence South 86°52'23" East, 113.50 feet;
thence North 00°09'34" West, 85.41 feet;
thence South 88°35'15" East, 343.92 feet;
thence South 36°10'45" East, 553.05 feet to a point on the easterly line of said Parcel G H-1;
thence along said easterly line, South 28°13'00" West, 18.57 feet;
thence North 71°11'04" West, 212.33 feet;
thence South 89°32'23" West, 583.12 feet to the POINT OF BEGINNING
containing 5.50 acres, more or less.

The meridian of this description is identical to the Parcel Map for H.F. Dangberg Farms recorded March 24, 1982 in the office of Recorder, Douglas County, Nevada as Document No. 66200.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423



DESCRIPTION
15' WIDE PUBLIC UTILITY EASEMENT
(Over Portions A.P.N. 1319-36-000-001, 1319-36-000-002, and 1320-31-000-008)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A fifteen-foot (15') wide strip of land for public utility purposes located within portions of the Northeast one-quarter (NE¼) of Section 36, Township 13 North, Range 19 East and the Northwest one-quarter (NW¼) of Section 31, Township 13 North, Range 20 East, Mount Diablo Meridian, lying 7.5 feet on both sides of the following described centerline:

Commencing at the northeasterly corner of the "Historic Park Site" as shown on the as yet unrecorded Record of Survey for Park Cattle Company which bears South 47°48'08" West, 248.89 feet from the northeasterly corner of Parcel G H-1 as shown on the Parcel Map for H.F. Dangberg Farms recorded March 24, 1982 in the office of Recorder, Douglas County, Nevada as Document No. 66200, said northeasterly corner of Parcel G H-1 being a found 5/8" rebar with cap RLS 2280;

thence along the north line of said "Historic Park Site", North 88°35'15" West, 74.14 feet to the POINT OF BEGINNING;

thence following the existing overhead power line the following courses:

North 31°17'15" East, 62.53 feet;

North 72°38'01" East, 276.79 feet;

South 64°39'29" East, 428.81 feet;

South 64°48'11" East, 804.27 feet;

South 64°42'26" East, 1208.60 feet;

North 88°20'14" East, 25.12 feet, more or less, to a point on the westerly right-of-way of State Route 88, the TERMINUS of this description, containing 42,092 square feet, more or less.

The sidelines of the above described strip of land shall be extended and shortened to terminate at said north line of the "Historic Park Site" and said westerly right-of-way of State Route 88.

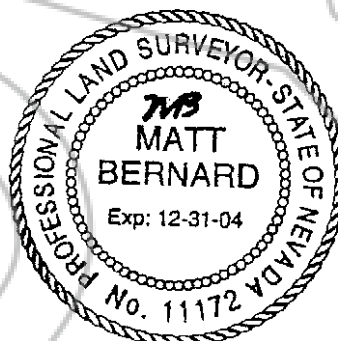
The meridian of this description is identical to the Parcel Map for H.F. Dangberg Farms recorded March 24, 1982 in the office of Recorder, Douglas County, Nevada as Document No. 66200.

Note: Refer this description to your title company

before incorporating into any legal document.

Prepared By:

R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423



7-18-03